

REMARKS

Claims 9, 11-16, and 19-21 are pending and under consideration. Claims 9, 14, 15, 16, and 21 are amended herein. Support for the amendments to the claims may be found in the claim as originally filed and in the specification at page 22, lines 1 to 11. Reconsideration is requested based on the foregoing amendment and the following remarks.

Response to Arguments:

The Applicants appreciate the consideration given to their arguments. Further favorable consideration is requested.

Claim Rejections - 35 U.S.C. § 102:

Claim 20 was rejected under 35 U.S.C. § 102(e) as anticipated by US Patent No. 6,389,132 to Price (hereinafter "Price"). The rejection is traversed. Reconsideration is earnestly solicited.

Claim 20 recites:

Successively processing the inquiries in which the user has either selected a telephone call or an e-mail as the communication media for receiving the answer in a queue for an operator terminal such that said operator terminal communicates with the client terminal using the communication media selected when answering the inquiry.

Price neither teaches, discloses, nor suggests "successively processing the inquiries in which the user has either selected a telephone call or an e-mail as the communication media for receiving the answer in a queue for an operator terminal such that said operator terminal communicates with the client terminal using the communication media selected when answering the inquiry," as recited in claim 20.

The Office Action, in fact, does not even assert that Price does show "successively processing the inquiries in which the user has either selected a telephone call or an e-mail as the communication media for receiving the answer in a queue for an operator terminal such that said operator terminal communicates with the client terminal using the communication media selected when answering the inquiry," as recited in claim 20. The Office Action, rather, asserts at page 2, in section 1 that:

Price teaches:
transmitting, from a user graphical interface or web page, a text question including selected media and customer's information, to be queued in a contact

server 20 for next available agent (column 4, lines 66-67; column 5, lines 20-23); and answering, by an available agent, the inquiry by text, or voice selected by the customer (column 5, lines 32-33; column 6, lines 54-59).

This language, however, is not recited in claim 20, so whether Price teaches it or not is submitted to be of no consequence. Claim 20 is submitted to be allowable. Withdrawal of the rejection of claim 20 is earnestly solicited.

Claim Rejections - 35 U.S.C. § 103:

Claims 9, 11-16, 19, and 21 were rejected under 35 U.S.C. § 103(a) as unpatentable over Price in view of US Patent No. 5,479,487 to Hammond (hereinafter "Hammond"). The rejection is traversed to the extent it would apply to the claims as amended. Reconsideration is earnestly solicited.

In one aspect of the claimed invention, operators are arranged in two systems: a first line 201 that accepts inquiries and basically handles them, and a second line 202 that is used when an expert's help is required. The second line, in particular, accepts the escalation, as described at page 22, lines 1-11 of the specification. The fourth clause of claim 9, in particular, recites:

At least one second-line operator terminal through which a second operator receives the inquiry from the user via the first-line operator terminal and answers the inquiry, when the first operator fails to solve a problem relating to the inquiry and requires an expert's help.

Price, on the other hand, fails to teach or disclose the two systems of a first line and a second line, because Price relies on a pool of similarly situated agents, as described at column 3, lines 11-26, and as shown in Fig. 1.

Price, in particular, neither teaches, discloses, nor suggests, "at least one second-line operator terminal through which a second operator receives the inquiry from the user via the first-line operator terminal and answers the inquiry, when the first operator fails to solve a problem relating to the inquiry and requires an expert's help," as recited in claim 9. As Price describes in the Abstract, "agents can multi-task by providing assistance to multiple customers at one time." Price is thus about allowing *one* agent to service *many* customers, so Price will not be providing, "at least one second-line operator terminal through which a second operator receives the inquiry from the user via the first-line operator terminal and answers the inquiry, when the first operator fails to solve a problem relating to the inquiry and requires an expert's help," as recited in claim 9.

Hammond, for its part, fails to teach or disclose the two systems of a first line and a second line as well, because Hammond relies on an ability of a live agent to transfer a call to another, similarly situated, live agent. Hammond, in particular, shows no “at least one second-line operator terminal through which a second operator receives the inquiry from the user via the first-line operator terminal and answers the inquiry, when the first operator fails to solve a problem relating to the inquiry and requires an expert’s help,” as recited in claim 9, either, and thus cannot make up for the deficiencies of Price with respect to claim 9.

In Hammond, rather, both the call and the retrieved data may be transferred to another live agent or supervisor through interface 503 and interface 504, rather than “via the first-line operator terminal,” as recited in claim 19. In particular, as described at column 12, lines 36-42:

The live agent may then interact with the caller and subsequently transfer the caller to any of the other function modules within call center 40. A live agent may also transfer a call to another live agent or supervisor through interface 503 and interface 504. The already retrieved data is then transferred to the new workstation where the audio portion of the call has been transferred.

Since, in Hammond, both the call and the retrieved data are transferred to another live agent or supervisor through interface 503 and interface 504, the “second operator” does not receive “the inquiry from the user via the first-line operator terminal,” as recited in claim 9. This also negates the ability of Hammond to show “said second-line operator terminal is configured to display the first screen and the second screen when the problem is escalated to the second-line operator terminal and is configured to allow the second operator to input an answer to the problem,” as recited in claim 9 as well.

The seventh clause of claim 9 recites:

A graphical user interface which allows the user to select a communication media to be used when receiving the answer from the operator and to input contents of the inquiry and information related to the user.

Price neither teaches, discloses, nor suggests a “graphical user interface which allows the user to select a communication media to be used when receiving the answer from the operator and to input contents of the inquiry and information related to the user,” as recited in claim 9.

The enterprise web page of Price is not a GUI interface, contrary to the assertion in the Office Action at the bottom of page 3. Nor can a user in Price “select a communication media to be used when receiving the answer from the operator and to input contents of the inquiry and information related to the user,” as recited in claim 9. As described at column 5, lines 1-4 of Price, rather:

- (3) Customer A 32 and customer B 34 can interact with the enterprise web presentation.
- (4a) Customer A 32 can type a text question and request to be connected to an agent.

Thus, in Price, customer A 32 and customer B 34 are given an enterprise web presentation to view while waiting for an agent to get to them. Neither the enterprise web presentation nor the option of typing a question and requesting to be connected to an agent amount to a GUI interface, let alone a "graphical user interface which allows the user to select a communication media to be used when receiving the answer from the operator and to input contents of the inquiry and information related to the user," as recited in claim 9.

Furthermore, as described at column 6, lines 28-32, which were also selected by the Office Action:

- (6) Agent 30 can select customer A 32 and be connected one-to-one with customer A 32 for a voice conversation. This may occur with a web callback (customer A 32 posts the phone number he is at and agent 30 calls customer A 32), Voice over IP, or other forms of voice communication.

Thus, in Price, if customer A 32 is *selected* by agent 30, he gets to talk to him. This is not like claim 9, in which "a graphical user interface which allows the user to select a communication media to be used when receiving the answer from the operator and to input contents of the inquiry and information related to the user."

Finally, as described at column 7, lines 38-41:

Text response 52 and voice response 50 can be made in the manner as described by FIGS. 2 and 4, respectively. E-mail response 48 can be made by customer 42 specifying his E-mail address in a voice connection as described by FIG. 5, or in a text connection as described by FIG. 3.

Thus, in Price, Customer 42 is given an option of text, voice, or email responses. This does not amount to "a graphical user interface which allows the user to select a communication media to be used when receiving the answer from the operator and to input contents of the inquiry and information related to the user," as recited in claim 9.

Hammond shows no "graphical user interface which allows the user to select a communication media to be used when receiving the answer from the operator and to input contents of the inquiry and information related to the user," as recited in claim 9, either, and thus cannot make up for the deficiencies of Price with respect to claim 9.

The tenth clause of claim 9 recites:

Said second-line operator terminal is configured to display the first screen and the second screen when the problem is escalated to the second-line operator terminal and is configured to allow the second operator to input an answer to the problem.

Price neither teaches, discloses, nor suggests, "said second-line operator terminal is configured to display the first screen and the second screen when the problem is escalated to the second-line operator terminal and is configured to allow the second operator to input an answer to the problem," as recited in claim 9. Price, rather, is about allowing one agent to service many customers, as discussed above, so Price will not be providing, "said second-line operator terminal is configured to display the first screen and the second screen when the problem is escalated to the second-line operator terminal and is configured to allow the second operator to input an answer to the problem," as recited in claim 9.

The Office Action acknowledges this deficiency of Price at the bottom of page 4, continuing on page 5, and proposes to compensate for this deficiency by combining Price with Hammond. Hammond, however, shows no "second-line operator terminal is configured to display the first screen and the second screen when the problem is escalated to the second-line operator terminal and is configured to allow the second operator to input an answer to the problem," either, and thus cannot make up for the deficiencies of Price with respect to claim 9.

In Hammond, rather, both the call and the retrieved data are transferred to another live agent or supervisor through interface 503 and interface 504, as discussed above, so the "second operator" does not receive "the inquiry from the user via the first-line operator terminal," as also recited in claim 9, at all. Thus, even if Price and Hammond were combined, as proposed in the Office Action, the claimed invention would not result.

Still, the Office Action asserts in the second full paragraph at page 5 that:

Since placing user information and the inquiry in one display screen or two would have been a design choice, therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Price's reference with the teaching of Hammond, so that an incoming inquiry would have been forwarded to a supervisor terminal, because such a modification would have enable a agent to pass a particular inquiry to his/her supervisor in case the agent was unable or unauthorized to answer the particular inquiry.

The purpose of Price, however, is to allow a *single* agent to provide assistance to multiple customers simultaneously. In particular, as described at column 1, lines 45-48 of Price:

More specifically, the present invention provides a system for a telephone and web-based call center that provides assistance to multiple simultaneous

customers for a single agent that significantly increases call center productivity.

Since Price's intended purpose was to allow a single agent to provide assistance to multiple customers simultaneously, modifying Price as proposed in the Office Action, i.e. by enabling an agent to pass a particular inquiry to his/her supervisor, would have rendered Price unsatisfactory for its intended purpose, which is prohibited by M.P.E.P. §2143.01. As provided therein:

If proposed modification would render the prior art invention being modified unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification. *In re Gordon*, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984).

Since the proposed modification would render Price unsatisfactory for its intended purpose, there is no suggestion or motivation to make the proposed modification. *In re Gordon*.

Price, furthermore, wants an agent to provide assistance to a customer and then move on to another customer. Price believes that doing this can improve agent productivity, since requests do not have to be queued frequently to a single agent. Only if the customer required further assistance would the customer be routed to another agent capable of providing follow-up information, and even then the second agent does not *follow* the first agent, rather, the second agent is in the *alternative* to the first agent. In particular, as described at column 2, lines 5-48 of Price:

Still yet another technical advantage of the present invention is that customers can interact with more than one agent. For instance a first agent may provide assistance to a customer and then move on to another customer. If the first customer requires further assistance, the customer may be routed to another agent capable of providing follow-up information. This can improve agent productivity since requests do not have to be queued frequently to a single agent.

Since Price operates by having an agent provide assistance to a customer and then move on to another customer, modifying Price as proposed in the Office Action, i.e. by enabling an agent to pass a particular inquiry to his/her supervisor, would change the principle of operation of Price, which is also prohibited by M.P.E.P. §2143.01. As provided therein:

If the proposed modification or combination of the prior art would change the principle of operation of the prior art invention being modified, then the teachings of the references are not sufficient to render the claims *prima facie* obvious. *In re Ratti*, 270 F.2d 810, 123 USPQ 349 (CCPA 1959)

Since the proposed modification would change the principle of operation of Price, the teachings of the references are not sufficient to render the claims *prima facie* obvious. *In re Ratti*. Claim 9 is submitted to be allowable. Withdrawal of the rejection of claim 9 is earnestly solicited.

Claims 11, 12, 13 and 19 depend from claim 9 and add further distinguishing elements. Claims 11, 12, 13 and 19 are thus also submitted to be allowable. Withdrawal of the rejection of claims 11, 12, 13 and 19 is also earnestly solicited.

Claim 14:

The second clause of claim 14 recites:

The selection and the input being performed by a user using a graphical user interface of said client terminal, the user's selection being made between at least two available communication media choices comprising a telephone and an email.

Neither Price nor Hammond teach, disclose, or suggest "the selection and the input being performed by a user using a graphical user interface of said client terminal, the user's selection being made between at least two available communication media choices comprising a telephone and an email," as discussed above with respect to the rejection of claim 9.

The eighth clause of claim 14 recites:

Sending information from said first-line operator terminal to said second-line operator terminal when said first-line operator terminal fails to answer the inquiry and requires an expert's help.

Neither Price nor Hammond teach, disclose, or suggest "sending information from said first-line operator terminal to said second-line operator terminal when said first-line operator terminal fails to answer the inquiry and requires an expert's help," as discussed above with respect to the rejection of claim 9.

The ninth clause of claim 14 recites:

Displaying the first screen and the second screen at said second-line operator terminal, when the problem is escalated to the second-line operator terminal.

Neither Price nor Hammond teach, disclose, or suggest "displaying the first screen and the second screen at said second-line operator terminal, when the problem is escalated to the second-line operator terminal," as discussed above with respect to the rejection of claim 9.

Claim 14 is thus submitted to be allowable as well, for at least those reasons discussed above with respect to claim 9. Withdrawal of the rejection of claim 14 is earnestly solicited. Claim 14 is thus submitted to be allowable as well, for at least those reasons discussed above with respect to claim 9. Withdrawal of the rejection of claim 14 is earnestly solicited.

Claim 15:

The second clause of claim 15 recites:

Displaying a graphical user interface on said client terminal of the user for selecting a communication media to be used when receiving the answer from said first-line operator terminal or said second-line operator terminal and for inputting contents of the inquiry and information related to the user.

Neither Price nor Hammond teach, disclose, or suggest “displaying a graphical user interface on said client terminal of the user for selecting a communication media to be used when receiving the answer from said first-line operator terminal or said second-line operator terminal and for inputting contents of the inquiry and information related to the user,” as discussed above with respect to the rejection of claim 9.

The eighth clause of claim 15 recites:

Sending information from said first-line operator terminal to said second-line operator terminal when said first-line operator terminal fails to answer the inquiry and requires an expert's help.

Neither Price nor Hammond teach, disclose, or suggest “sending information from said first-line operator terminal to said second-line operator terminal when said first-line operator terminal fails to answer the inquiry and requires an expert's help,” as discussed above with respect to the rejection of claim 9.

The ninth clause of claim 15 recites:

Displaying the first screen and the second screen at said second-line operator terminal, when the problem is escalated to the second-line operator terminal.

Neither Price nor Hammond teach, disclose, or suggest “displaying the first screen and the second screen at said second-line operator terminal, when the problem is escalated to the second-line operator terminal,” as discussed above with respect to the rejection of claim 9.

Claim 15 is thus submitted to be allowable as well, for at least those reasons discussed above with respect to claim 9. Withdrawal of the rejection of claim 15 is earnestly solicited.

Claim 16:

The second clause of claim 16 recites:

Displaying a graphical user interface on said client terminal of the user for selecting a communication media to be used when receiving the answer from said first-line operator terminal or said second-line operator terminal and for inputting contents of the inquiry and information related to the user.

Neither Price nor Hammond teach, disclose, or suggest “displaying a graphical user interface on said client terminal of the user for selecting a communication media to be used when receiving the answer from said first-line operator terminal or said second-line operator terminal and for inputting contents of the inquiry and information related to the user,” as discussed above with respect to the rejection of claim 9.

The eighth clause of claim 16 recites:

Sending information from said first-line operator terminal to said second-line operator terminal when said first-line operator terminal fails to answer the inquiry and requires an expert's help.

Neither Price nor Hammond teach, disclose, or suggest “sending information from said first-line operator terminal to said second-line operator terminal when said first-line operator terminal fails to answer the inquiry and requires an expert's help,” as discussed above with respect to the rejection of claim 9.

The ninth clause of claim 16 recites:

Displaying the first screen and the second screen at said second-line operator terminal, when the problem is escalated to the second-line operator terminal.

Neither Price nor Hammond teach, disclose, or suggest “displaying the first screen and the second screen at said second-line operator terminal, when the problem is escalated to the second-line operator terminal,” as discussed above with respect to the rejection of claim 9. Claim 16 is thus submitted to be allowable as well, for at least those reasons discussed above with respect to claim 9. Withdrawal of the rejection of claim 16 is earnestly solicited.

Claim 21:

The fourth clause of claim 21 recites:

At least one second-line operator terminal, connected to said server, for receiving the inquiry from the user via the first-line operator terminal and for answering the inquiry, when an operator at said first-line operator terminal fails to answer the inquiry and requires an expert's help.

Neither Price nor Hammond teach, disclose, or suggest “at least one second-line operator terminal, connected to said server, for receiving the inquiry from the user via the first-line operator terminal and for answering the inquiry, when an operator at said first-line operator terminal fails to answer the inquiry and requires an expert's help,” as discussed above with respect to the rejection of claim 9.

The sixth clause of claim 21 recites:

Said second-line operator terminal is configured to display the first screen and the second screen when the inquiry is escalated to the second-line operator terminal and is configured to allow the second operator to input an answer to the query.

Neither Price nor Hammond teach, disclose, or suggest "said second-line operator terminal is configured to display the first screen and the second screen when the inquiry is escalated to the second-line operator terminal and is configured to allow the second operator to input an answer to the query," as discussed above with respect to the rejection of claim 9. Claim 21 is thus submitted to be allowable as well, for at least those reasons discussed above with respect to claim 9. Withdrawal of the rejection of claim 21 is earnestly solicited.

Conclusion:

Accordingly, in view of the reasons given above, it is submitted that all of claims 9, 11, 14-16, 19, 20, and 21 are allowable over the cited references. Since the objections to the claims were addressed, it is submitted that all of claims 9, 11, 14-16, 19, 20, and 21 are now in a condition suitable for allowance. An early Notice of Allowance is requested.

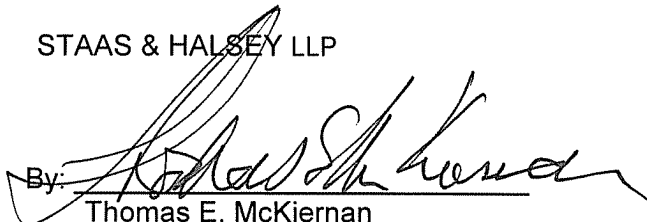
Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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